

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Authorize Release of the Paving and Drainage Improvements Maintenance and Escrow Agreement and Cash Maintenance Bond for Monroe Commerce Center South Phase 3.

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord

CONTACT: Jim Potter

EXT: 7323

MOTION/RECOMMENDATION:

Authorize the release of the Paving and Drainage Improvements Maintenance and Escrow Agreement and Cash Maintenance Bond in the amount of \$5,880.00 for the Monroe Commerce Center South Phase 3 road improvements (Small Bay Partners, LLC).

District 5 Brenda Carey

Jim Potter

BACKGROUND:

A Cash Maintenance Bond for \$5,880.00 was required by Section 35.44 (e) *Additional Required Legal Submittals* (1) *Bonds* of the Seminole County Land Development Code to insure operating conditions have not significantly degraded as a result of the work covered by the Monroe Commerce Center South Phase 3 Paving and Drainage Improvements Maintenance and Escrow Agreement. A two year maintenance inspection was conducted by staff for this project and it was determined to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of the Monroe Commerce Center South Phase 3 Paving and Drainage Improvements Maintenance and Escrow Agreement and Cash Maintenance Bond in the amount of \$5,880.00 for the Monroe Commerce Center South Phase 3 road improvements (Small Bay Partners, LLC).

ATTACHMENTS:

1. Maintenance & Escrow Agreement
2. Cash Maintenance Bond

Additionally Reviewed By:

☒ County Attorney Review (Kathleen Furey-Tran)

SUBDIVISION AND SITE PLAN

PAVING AND DRAINAGE IMPROVEMENTS
MAINTENANCE AND ESCROW AGREEMENT

THIS AGREEMENT is made and entered into this day of AUGUST 16, 2005, between ~~SEA~~ SMALL BAY PARTNERS, LLC, hereinafter referred to as "PRINCIPAL," and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY."

WITNESSETH:

WHEREAS, PRINCIPAL has constructed certain paving and drainage improvements in that certain subdivision described as MONROE COMMERCE CENTER SOUTH PHASE 3, a Plat of which is recorded in Plat Book 1 Pages 114, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated AUGUST 12, 2004, (as subsequently revised or amended) and filed with the Seminole County Engineer; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from August 19, 2005; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the COUNTY cash (U.S. Currency) in the sum of FIVE THOUSAND EIGHT HUNDRED EIGHTY DOLLARS (\$5,880.00).

NOW, THEREFORE, in consideration of the agreements and promises herein made and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. The COUNTY agrees to accept the paving and drainage improvements into the County System upon execution of this Agreement and to accept the aforementioned cash as security for the maintenance obligation of the PRINCIPAL.
2. The PRINCIPAL hereby deposits in escrow with COUNTY, the sum of FIVE THOUSAND EIGHT HUNDRED EIGHTY DOLLARS (\$5,880.00) to guarantee that all paving and drainage improvements set forth on plans and specifications for the above subdivision will be maintained in accordance with the terms of this Agreement.
3. The COUNTY agrees to hold said funds and to pay same out in the manner described herein.
4. PRINCIPAL, its heirs, executors, successors and assigns, jointly and severally agrees to be held and firmly bound to the COUNTY in the sum of FIVE THOUSAND EIGHT HUNDRED EIGHTY DOLLARS (\$5,880.00) on the condition that, if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from _____, 20____, then this obligation shall be null and void, otherwise it shall remain in full force and effect.


5. The Seminole County Engineer shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect.

6. Should the PRINCIPAL fail or refuse to perform or correct said defects within the time specified, the COUNTY shall be authorized, but shall not be obligated, to take over and perform, or cause to be performed, such work as shall be necessary to correct such defects, and shall be authorized to draw upon the Letter of Credit to pay the cost thereof, including, but not limited to, engineering, construction, legal and contingent costs. Further, the COUNTY, in view of the public interest, health, safety, welfare and other factors involved, and the consideration in approving and filing the said Plat shall have the right to resort to any and all legal remedies against the PRINCIPAL, both at law and in equity, including specifically, **specific performance**, to which the PRINCIPAL unconditionally agrees.

7. The PRINCIPAL further agrees that the COUNTY, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, cause to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and, in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL shall be obligated hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, construction, legal and contingent costs, together with any damages, either direct or consequent, which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

Signed, Sealed and delivered in the presence of:

SHALLBAY PARTNERS, LLC
BY: LSL CORPORATION, ITS MANAGER
By: 
HOWARD SCHIEFERBOECKEL, PRESIDENT
Date: AUGUST 16, 2005

WITNESSES

Mary Jacky
Alice Sundvall

HOLDER:

DEPARTMENT OF PUBLIC WORKS
ROADS-STORMWATER DIVISION
SEMINOLE COUNTY, FLORIDA

Michael K. Arnold
Michael Arnold, Manager
Roads-Stormwater Division

Date: 8/26/05

Within authority delegated by the
County Manager pursuant to Resolution
No. 97-R-66 adopted March 11, 1997
and further delegated by Memorandum
dated March 27, 1997, Re: Streamlining
of Development-Related Agenda Items
and approved on April 2, 1997.

STATE OF Florida)
COUNTY OF Seminole) ss

The foregoing instrument was acknowledged before me this 26 day of Aug, 2005, by
Michael K. Arnold, who is personally known to me or who has produced
as identification.

Teresa Lynn Touchton
Signature of Notary Public in and for the County and
State Aforementioned

Print Name Teresa Lynn Touchton

My Commission Expires: Teresa Lynn Touchton
My Commission DD094804
Expires May 19, 2006



SUBDIVISION AND DRAINAGE IMPROVEMENTS

PAVING AND DRAINAGE IMPROVEMENTS
CASH MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned SMALL BAY PARTNERS, LLC, as PRINCIPAL is held and firmly bound unto SEMINOLE COUNTY, a political subdivision of the State of Florida, in the cash penal sum of FIVE THOUSAND EIGHT HUNDRED EIGHTY — DOLLARS (\$ 5,880.00), which sum has been deposited in escrow with SEMINOLE COUNTY in accordance with the provisions of a Maintenance and Escrow Agreement of even date which is attached hereto and made a part hereof by this reference to it, does bind _____, _____, respective heirs, personal representatives, successors and assigns, jointly and severally, firmly by this Bond.

The condition of this Bond is that the paving and drainage improvements made as shown on Subdivision Plans and Specifications dated _____, including surveying, engineering, and land clearing, for MONROE COMMERCIAL CENTER SUBDIVISION Subdivision shall be maintained by the PRINCIPAL for a period of two (2) years or for any extension thereof agreed to by SEMINOLE COUNTY, and if all costs incurred in connection with the maintenance of said improvements shall be made and shall be paid in full, and in accordance therewith and with the documents and specifications referred to therein or attached thereto, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

DATED: AUGUST 16, 2005.

SMALL BAY PARTNERS, LLC
BY: LSC CORPORATION, IT'S MANAGER

Principal HOWARD SCHIEFERDECKER
MANAGER

(SEAL)

Principal _____

(SEAL)

Principal _____

(SEAL)

(App E, LDC, through Supp 16).